

Terms of Use and Protection of Personal Information

Terms and Conditions of Use and Protection of Personal Information when Using the ČD Portal for Passenger Transport

1. Introductory Provisions

1.1 Prior to using the Portal, each User is required to carefully read these “Terms and Conditions of Use and Protection of Personal Information when Using the ČD Portal for Passenger Transport”. The use of this Portal means that the User has become familiar with these Terms and Conditions and agrees to them. If the User does not agree to these Terms and Conditions, then he or she is not entitled to use the Portal.

1.2 The concepts listed below, which are used in these Terms and Conditions, are capitalised and have the following meanings:

“ČD” or “Czech Railways” means České dráhy, a.s. with registered office at Nábřeží Ludvíka Svobody 12, Prague 1, 110 15, Czech Republic, ID No.: 70994226, registered in the Commercial Registry maintained by the Municipal Court in Prague, Section B, rider 8039.

“Portal” means a set of web pages, applications and services located at the web address www.cd.cz.

“User” means an entity which accesses the Portal's pages, uses these pages or uses the Portal's applications or services.

“Registration” means the registration of the User's selected personal information in the Portal's system; the reasons for registration are legal requirements for providing certain applications and services provided by the Portal or ČD's specific intent to enable access to certain parts of the Portal or certain of its services only to registered Users.

“Terms and Conditions” mean these Terms and Conditions of Use and Protection of Personal Information when Using the ČD Portal for Passenger Transport.

1.3 The Portal's owner is ČD. The Portal's contents and graphic representation, texts, data files and design are protected by copyright and the rights of the authors of individual parts under the provisions of Act No. 121/2000 Coll., Copyright Act, as amended. Unless set out otherwise in the Copyright Act, use of the Portal's content is possible only based on a previously issued written licence for the given use of the Portal's content.

2. Use of the Portal and Registration of the User's Information

2.1 The Portal is intended primarily for the User to quickly obtain information, an overview of services, and special offers and information about ČD's mission and activities. It is further intended for the publication of information for ČD's clients and for other purposes ensuing from contractual arrangements between the client and ČD.

2.2 Any use of the Portal or of information obtained from the Portal or any part thereof other than that set out in paragraph 2.1, in particular its further use in the form of dissemination, copying, further processing or modification, or the procurement of additional copies, is forbidden.

2.3 By using the Portal, the User confirms that he or she has read and agrees to the Terms and Conditions, and will use the Portal only in accordance with these Terms and Conditions and generally binding legal regulations.

2.4 When using the Portal, the User is obliged to conduct himself or herself in such a way so that no damages are incurred to ČD or to third parties.

2.5 The provision of certain of the Portal's applications and services or access to certain parts of the Portal can be bound by and subject to Registration by the User through the Portal. The User is informed of the necessity of Registration in the relevant part of the Portal or in the Portal's relevant application or service. Registration of information by the User is voluntary.

2.6 The key pieces of information providing the User with access to those parts of the Portal which require Registration are e-mail address and password.

2.7 By using the Portal the User undertakes in particular:

not to interfere with the Portal's contents or graphic appearance, or with its security;

not to send the Portal undesired e-mail messages or messages with damaging contents, nor to send such messages by means of the Portal;

not to attempt to obtain unauthorised access to the Portal or any part thereof, or to access the accounts of other Users;

to provide during Registration only true information regarding his or her identity and contact information, and to keep such information updated;

not to disclose to third parties the key information necessary for accessing the Portal (see 2.6).

2.8 The User performs Registration through the Portal. During Registration, the User will enter the following basic registration information:

Title before name

Given name (required field)

Surname (required field)

Title after name

E-mail address (required field)

Password (required field)

Mobile telephone number

Occupational classification (e.g. student, employee)

Consent to the provision of personal information (required field)

Consent to the sending of commercial communications (required field)

Information on new and updated ČD products and services

Information on schedule changes

Information on planned closures

Information on extraordinary events and natural disasters

Information on the current position of trains

2.9 Depending on the User's choice of the Portal's services and applications, this basic information is expanded by the following information:

ID card number

Number of a registered In-karta card with Electronic Wallet

Expiration date of In-karta card with Electronic Wallet

Business name (required field)

Business address (street + number, city, postal code) (required field) Business telephone number

Calendar days (Mon - Sun) or weekly information on closures (required field) Region (required field) for information on closures

Railway line, per the timetable, for information on closures

Route for connection (from, to, via, time, departure/arrival) for information on closures

Favourite regions for information on closures

The ČD-Kurýr service:

- sender's and recipient's name and address, or business name (including the address of the company's registered office)
- in the case of COD, bank account number, bank code and variable symbol
- if notification of the consignment to the recipient is required, also the recipient's telephone number

2.10 The User is entitled to terminate his or her Registration at any time. Termination can be performed through the Portal.

2.11 ČD is entitled to terminate a User's Registration in the event that the User's use of the Portal is contrary to these Terms and Conditions or generally binding legal regulations. ČD is further entitled to terminate the Registration of a User who has not logged into the Portal for a period exceeding 12 months. ČD is not obliged to inform the User about termination of Registration for the above reasons.

3. Personal Information

3.1 In using the Portal, ČD, which has the position of an administrator of personal information under Act No. 101/2000 Coll., on Protection of Personal Information and Amendments to certain Laws, as amended, processes the personal information of Users who performed Registration in accordance with paragraphs 2.8 and 2.9 of these Terms and Conditions.

3.2 The purposes of processing the personal information of Users who have performed Registration are exclusively the securing and provision of selected applications and services of the Portal, the sending of requested information, protection of the Portal, protection of ČD's interests and assets, use of the obtained information for ČD's marketing purposes, and development and improvement of the applications and services provided. ČD does not process Users' personal information for further commercial or trading purposes.

3.3 ČD does not provide Users' personal information without their prior consent, does not sell it or provide access to it to third parties in any other way.

3.4 ČD is entitled to use anonymised information which in its original form or as the result of further processing cannot be linked to an identified or identifiable User (e.g. statistical data).

3.5 The extent of the processed personal and other information of Registered Users can be determined by enumerating the registration, login and other information per paragraphs 2.8 and 2.9.

3.6 Users' personal information obtained during Registration is processed automatically in electronic form.

3.7 The personal information of a specific User is processed after his or her Registration. After completing Registration, further processing may occur in an extent essential for securing the protection of the rights of ČD, the subjects of the personal information or other entities concerned, for no longer than five calendar years following the end of the year in which the User's Registration was terminated.

3.8 Each User who has performed Registration in the Portal has the right to request that ČD provide information about the processing of his or her personal information. This information will be provided to the User without undue delay. For providing this information, ČD is entitled to require reasonable compensation of expenses.

3.9 Provision of personal information on the part of the User for Registration is voluntary, as is the granting of consent to its processing. Granting consent to the processing of Users' personal information is a condition for completing Registration and the possibility of using the Portal's applications and services, which are conditional upon such Registration.

3.10 Each User who has completed Registration and believes that the processing of personal information provided to the Portal is contrary to these Terms and Conditions or to the law is entitled to request from ČD an explanation and the elimination of the defective state of affairs. In the event of a justified request, ČD will eliminate the defective state of affairs.

3.11 On the basis of information set out in these Terms and Conditions, the User consents to the processing by ČD of the personal information he or she provided during Registration.

4. Portal Security Policy

4.1 The User is fully responsible for protecting the computer which he or she uses to visit the Portal, including the software and data stored in this computer. The User is also responsible for the activities and actions he or she performs relating to the Portal when using the Portal.

4.2 ČD will make reasonable efforts to ensure the security of the data which are carried to the Portal over data networks and from the Portal to the User's equipment. ČD does not bear any liability, however, for the interception or misuse of data being transferred to the Portal or being transferred from the Portal to the User beyond the reach of the technical means by which ČD ensures for the Portal's use.

4.3 In the event that the User determines that his or her login data have been misused, the User is obliged to inform ČD of this determination without further delay.

4.4 If the User grants consent to the sending of commercial communications, such communications will be sent to his or her e-mail address.

4.5 The User may revoke consent to the sending of commercial communications at any time through the Portal.

5. ČD's Responsibility

5.1 The Portal is publicly accessible via the Internet. ČD is not responsible for its accessibility to the User on his or her equipment.

5.2 The Portal offers Users a range of applications and services which depend on ČD's needs and plans. The User does not have a legal claim to access applications and services. ČD reserves the right to suspend without compensation and without prior notification temporarily or permanently selected applications and services of the Portal or access to the Portal as a whole.

5.3 ČD sets as its goal that the Portal contain only updated and precise information. In view of the participation of third parties in updating content, technical dependencies and time available for updating the Portal, however, and further with a view to the fact that the Portal may also contain historical information, ČD cannot fully guarantee that the information on the Portal is completely updated and precise. For this reason, the User should not rely on the Portal as an exclusive or unique information source. It is in the User's interest to compare and confront information obtained from the Portal with information obtained from other sources. ČD is not liable for any implications or consequences arising from the use of information obtained from the Portal caused e.g. by published information which is out of date or incomplete.

5.4 ČD is not responsible for any of the Portal's content put in place by a third party without ČD's knowledge, contrary to these Terms and Conditions or contrary to legal regulations. ČD is entitled to remove such content or content defective for any other reason from the Portal at any time.

5.5 ČD is not responsible for the content, accessibility or security of the web pages of third parties linked from the Portal, nor for any obligations or relationships arising between the User and third parties.

5.6 ČD is not liable for damages incurred to the User while using the Portal.

6. Final Provisions

6.1 The Portal's use is governed by the laws of the Czech Republic and the courts of the Czech Republic have jurisdiction for the resolution of possible disputes.

6.2 ČD reserves the right to modify these Terms and Conditions without prior notification and with immediate effect. The User is obliged to follow the current wording of these Terms and Conditions. If the User uses the Portal after a change in the Terms and Conditions, ČD considers this to constitute the User's agreement to the modified wording of the Terms and Conditions.

These Terms and Conditions are valid and effective as of 1 September 2012.